

CS901118

A.G. Contract No. KR89-2360-TRD  
ECS File: JPA-89-24  
Project: H 2004 01C/H 0245 01C  
Route: Hohokam Expwy. (SR 143)  
Section: East Papago T.I. (Phase II)/  
Sky Harbor Blvd.-  
Washington St.

INTERGOVERNMENTAL AGREEMENT

AMONG  
THE STATE OF ARIZONA,  
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY,  
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT  
AND POWER DISTRICT,  
THE CITY OF PHOENIX  
and  
THE UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

THIS AGREEMENT is entered into June 13, 1990,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT  
OF TRANSPORTATION ("the STATE"), the FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY, a municipal corporation and political subdivision  
of the State of Arizona ("the DISTRICT"), the SALT RIVER PROJECT  
AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, duly organized pursuant  
to the laws of the State of Arizona ("SRP"), the CITY OF PHOENIX,  
acting by and through its City Council ("the CITY") and the UNITED  
STATES OF AMERICA, through the Bureau of Reclamation, Department of  
the Interior ("the UNITED STATES").

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Sections  
11-952 and 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated to  
the undersigned the authority to execute this agreement on behalf of  
the STATE.

2. The DISTRICT is empowered by Arizona Revised Statutes  
Section 48-3603 to enter into this agreement and has authorized the  
undersigned to execute this agreement on behalf of the DISTRICT.

NO. <u>14787</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6/13/90</u>
<u>Jim Shumway</u> Secretary of State
By <u>W. V. Greenwald</u>

3. SRP is empowered by Arizona Revised Statutes Section 48-2337 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of SRP.

4. The CITY is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Chapter 2 Section 2 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the CITY.

5. The UNITED STATES, is empowered pursuant to the provisions of the Acts of Congress of June 17, 1902, 32 Stat. 388, and August 4, 1939, 53 Stat. 1187, both as amended and supplemented, to enter into this agreement.

6. The STATE is proceeding with the planning, design and construction of the East Papago and Hohokam freeways, both of which will traverse or are adjacent to the existing Old Cross Cut Canal (OCC). The STATE has selected alignments for these roadways that require relocation of the OCC in Sections Six (6) and Seven (7), Township One (1) North, Range Four (4) East, Gila and Salt River Meridian, from the area of McDowell Road to approximately the north bank of the channelized Salt River. The STATE selected this alignment based on commitments from the DISTRICT to maintain the relocated OCC and commitments from SRP agreeing that the STATE will design and construct a permanent diversion facility from the relocated OCC for transmission of water from the Arizona Canal to the Grand Canal. (See Exhibit "A").

7. The STATE, DISTRICT, SRP and the CITY affirm that the existing OCC is presently used as a flood control drainage channel and as an element of the water transmission system of SRP. Present capacity of the OCC is approximately 2500 cubic feet per second (c.f.s.) exclusive of restrictions at the major street crossings. Current agreements between the DISTRICT, the City and SRP have assigned the first 1000 c.f.s. of capacity to SRP and limit the City to 1000 c.f.s. of capacity without prior approval of the DISTRICT.

8. This Intergovernmental Agreement (IGA), herein referred to as agreement, is to define the responsibilities for design, construction, funding, operation and maintenance of the relocated OCC.

9. This agreement supercedes the IGA signed by the CITY, the DISTRICT, and SRP dated 8 December 1975, in regard to that portion

of the OCC covered by this IGA and described in Recital 6. The original IGA is still valid and in force for the unrelocated portion of the OCC.

10. The UNITED STATES holds easement and/or fee title to the OCC together with its right of way which was acquired for and used in connection with the operation of the Salt River Project.

11. It is mutually understood by all parties that title to the relocated OCC and its right of way is vested in the United States of America, but the right of operation, control and management will be vested in DISTRICT with the provision that if the relocated OCC is abandoned then the right of operation, control and management shall revert to SRP.

12. The UNITED STATES, by certain Contract and Grant of Easement from the UNITED STATES to the CITY and DISTRICT dated November 14, 1977, did grant and convey to the CITY and DISTRICT the right, privilege and easement to reconstruct, operate, maintain and utilize the OCC as a flood control drainage channel.

13. The CITY and DISTRICT require the same right, privilege and easement as currently held, to reconstruct, operate, maintain and utilize the OCC at its relocated location.

14. The STATE requires right of way for road purposes for its planned construction, operation and maintenance of the East Papago and Hohokam Freeways which cross or are adjacent to the relocated OCC.

15. The UNITED STATES, under the terms and conditions hereinafter provided, has determined such uses will not be incompatible with the purposes for which said lands are administered by SRP and the UNITED STATES.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF RESPONSIBILITIES

### A. Canal Design, Construction and Funding

The STATE will:

1. In conjunction with design and construction of the East Papago and Hohokam freeways, design and construct the relocated OCC, including a permanent diversion facility that will be capable of transferring 300 cubic feet per second of water from the

relocated OCC to the Grand Canal. The relocated OCC shall be designed and constructed in accordance with design and construction criteria provided by the DISTRICT.

a. Provide the DISTRICT, the CITY, and SRP with preliminary plans and specifications for the relocated OCC and diversion facility prior to finalization, for their review and comment.

b. Provide the DISTRICT, the CITY, and SRP with final plans and specifications for the relocated OCC and diversion facility prior to advertisement of the construction contract for review and approval.

c. Bear a portion of the cost of design and construction of said relocated OCC and diversion facility, estimated to be \$4,804,000. This amount being the estimated cost of design and construction to replace the OCC with one of a capacity that equals the current 2500 c.f.s. capacity.

d. Bill the DISTRICT and the CITY upon the completion and approval of the design for the DISTRICT's and the CITY's proportional share of costs for the OCC relocation and diversion facility.

2. Upon completion of the relocated OCC construction within STATE highway rights of way, and prior to conveying of fee title to the UNITED STATES, the STATE shall grant the DISTRICT a perpetual easement approved by the UNITED STATES, for drainage and for use of STATE rights of way for the DISTRICT's operation and maintenance purposes.

3. Fund the cost of SRP historical documentation of the OCC. This cost is estimated to be \$4,847.

The DISTRICT will:

1. Monitor construction of the relocated OCC and shall inspect and approve the completed facility prior to assuming operation, control and management of the facility.

2. Pay to the STATE within 30 days of receipt of invoice, \$2,282,000, for design and construction of said relocated OCC and diversion facility. This amount being one half the estimated incremental cost to increase the capacity of the OCC from its present 2500 c.f.s. capacity to a capacity of 4100 c.f.s. at McDowell Road and 4900 c.f.s. at the Grand Canal.

3. Approve the final plans and specifications for the OCC relocation work and new diversion facility.

a. Within 30 days of receipt of plans and specifications, submit their comments to the STATE.

b. Within 30 days of receipt of final plans and specifications, submit their approval to the STATE or notify the STATE of their concerns. In the event no response from the DISTRICT is received by the STATE within 30 days, it shall be deemed approved by the DISTRICT.

The CITY will:

1. Monitor construction of the relocated OCC and diversion facility and shall inspect and approve the completed facility.

2. Bear a portion of the cost of design and construction of said relocated OCC, estimated to be \$2,282,000. This amount being one half the estimated incremental cost to increase the capacity of the OCC from its present 2500 c.f.s. capacity to a capacity of 4100 c.f.s. at McDowell Road and 4900 c.f.s. at the Grand Canal.

3. Grant the DISTRICT a perpetual and assignable easement to occasionally overflow, flood and submerge the lands within the limits of the relocated OCC and all future improvements thereon, if any, upon completion of the relocated OCC construction within its ownership.

4. Approve the final plans and specifications for the OCC relocation work and new diversion facility.

a. Within 30 days of receipt of plans and specifications, submit their comments to the STATE.

b. Within 30 days of receipt of final plans and specifications, submit their approval to the STATE or notify the STATE of their concerns. In the event no response from the CITY is received by the STATE within 30 days, it shall be deemed approved by the CITY.

The SRP will:

1. Monitor construction of the relocated OCC and inspect and approve the completed facility.

2. Grant to the STATE the right to enter upon lands owned by the UNITED STATES and administered by SRP for the purpose of constructing the relocated OCC and diversion facility. This right to enter shall expire upon completion of the construction.

3. Approve the final plans and specifications for the OCC relocation work and the new diversion facility.

a. Within 30 days of receipt of plans and specifications, submit their comments to the STATE.

b. Within 30 days of receipt of final plans and specifications, submit their approval to the STATE or notify the STATE of their concerns. In the event no response is received by the STATE within 30 days, it shall be deemed approved by SRP.

4. Design and construct diversion gate structures and necessary appurtenances to divert water from the relocated OCC.

a. Designs shall be coordinated with the STATE designs of the OCC relocation and new diversion facility outletting to the Grand Canal.

b. Provide the STATE and DISTRICT with preliminary plans and specifications for the diversion facility prior to finalization, for their review and comment.

c. Construct diversion gate structures before completion of the OCC relocation by the STATE.

The UNITED STATES will:

Grant to the STATE and its assigns, the right to enter upon lands of the UNITED STATES as may be necessary or convenient in connection with the design and construction of the aforesaid project, so long as such entry does not interfere with the operation and maintenance of the existing OCC. Once said relocated OCC is operational, the STATE and its assigns shall have the right to fill, excavate, or otherwise use the lands upon which the OCC was located prior to its relocation.

B. Canal Operation and Maintenance and Permitting

The STATE will:

1. Reconstruct as necessary, the existing drainage pipes and structures that outfall into the relocated OCC as shown on Exhibit "A", including the access control gratings that will be installed.

2. Not increase the discharge flows into the relocated OCC beyond those amounts included in the design without first obtaining the approval of the DISTRICT.

3. Be responsible for assuring that any water from STATE highways discharged into the relocated OCC meets the requirements of the Clean Water Act, National Pollutant Discharge Elimination System (NPDES), and other applicable discharge requirements. Also be responsible for making application and acquiring any necessary NPDES and/or other federal, state or local permits for water discharged by the STATE into the relocated OCC.

\* 4. Be responsible for the operation, maintenance and repair of all STATE roadways, roadway bridges, superstructures, substructures, wingwalls, and approaches to the bridges that are constructed within STATE rights of way.

The DISTRICT will:

1. At its own cost, operate and maintain the concrete box and concrete lined channel sections of the relocated OCC after it is constructed as shown on Exhibit "A" and approved by the DISTRICT, after necessary easements for maintenance purposes adjacent to the relocated OCC have been transferred to the DISTRICT.

a. Maintain the relocated OCC in such a manner so as not to endanger the bridges traversing the relocated OCC State highway facilities. The STATE shall give written notice to the DISTRICT of the specific work that needs to be performed. If the DISTRICT does not satisfactorily perform the services within 30 days, the STATE has the right to perform the work, and upon completion of such shall give the DISTRICT a written statement showing the costs incurred. The DISTRICT shall reimburse the STATE for actual costs incurred within 45 days.

b. Not be responsible for operation and maintenance of any landscaping or aesthetic features which may be installed as part of the relocated OCC construction.

c. Reserve the right to approve the design and construction of any future changes to, or improvements to the relocated OCC.

2. Maintain the diversion culvert between the diversion gate structures and the south end of the box culvert crossing Washington Street, as shown in Exhibit "A". This maintenance responsibility does not include the diversion gate structures or its operational appurtenances.

3. Reserve the right to review and approve any upstream or lateral drainage or flood control projects so that the flows directed to the relocated OCC will not exceed its design capacity of 4100 c.f.s. at McDowell Road or 4900 c.f.s. at the Grand Canal.

4. The DISTRICT shall take reasonable and necessary actions within its authority to assure that others who may release storm water into the relocated OCC also comply with any applicable requirements of the Clean Water Act or any other applicable discharge requirements, including any permit requirements.

The CITY will:

1. Maintain the drainage pipes and structures that outfall into the relocated OCC as shown on Exhibit "A" including the access control grating that will be installed.

2. Maintain the diversion ditch between the south end of the box culvert crossing Washington Street and the Grand Canal, as shown in Exhibit "A". This maintenance responsibility does not include the diversion gate structure or its operational appurtenances.

3. Maintain the flowage easement between the end of the concrete channel south of the Grand Canal and the box culvert entrance north of Sky Harbor Boulevard as shown on Exhibit "A". This area and drainage easement will be maintained such that the design discharge of 4900 c.f.s. can be transmitted to the Salt River Outlet structure.

4. Not increase the size of existing storm drainage facilities that will outfall into the relocated OCC or discharge additional flows beyond those amounts included in the design without first seeking and obtaining the written approval of the DISTRICT.

5. Take reasonable and necessary actions within its authority to assure that any water discharged into the relocated OCC through storm drain facilities owned and operated by the CITY, meets any applicable discharge requirements of the Clean Water Act, NPDES and any other applicable discharge requirements. Be responsible for making application and acquiring any necessary NPDES and other permits for storm drain facilities that it owns and operates.

6. Fund maintenance by SRP for the diversion gate structures and necessary appurtenances, that are required for the diversion of water and are constructed within the relocated OCC rights of way.

The SRP will:

1. Operate the diversion gate structures in such a manner that at times of storm water flows in the relocated OCC there is no obstruction to the flood control function of the relocated OCC.



2. In the event SRP determines that the DISTRICT has failed to maintain the diversion culvert in a condition sufficient to permit the diversion facility to function as intended, SRP shall give written notice to the DISTRICT of the specific work that needs to be performed. If the DISTRICT does not satisfactorily perform the services within 30 days, SRP has the right, but not obligation, to perform the work, and upon completion of such work shall give the DISTRICT a written statement showing the actual costs incurred by SRP. The DISTRICT shall pay SRP the actual costs and expenses set forth in the statement.

3. In the event SRP determines that the CITY has failed to maintain the diversion ditch in a condition sufficient to permit the diversion facility to function as intended, SRP shall give written notice to the CITY of the specific work that needs to be performed. If the CITY does not satisfactorily perform the services within 30 days, SRP has the right, but not obligation, to perform the work, and upon completion of such work shall give the CITY a written statement showing the actual costs incurred by SRP. The CITY shall pay SRP the actual costs and expenses set forth in the statement.

4. Be the authority for processing future permits and licenses for use of relocated OCC rights of way. All permit or license applications will be coordinated with the STATE, CITY and DISTRICT prior to approval or denial.

5. Grant to the STATE, right of entry to construct the Hohokam Expressway on lands managed by SRP for the UNITED STATES.

C. Canal Right of Way

1. The STATE requires a portion of the existing OCC right of way for the construction and maintenance of the Hohokam Freeway as shown on the STATE's right of way plan of the East Papago-Hohokam T.I. The total area being approximately 15.4 acres of land.

2. The STATE proposes to acquire new rights of way for the construction of the relocated OCC as shown on the STATE's right of way plan of the East Papago-Hohokam T.I. The total area being approximately 15.4 acres of land.

3. After satisfactory completion of construction of the relocated portion of the OCC, the STATE shall procure a policy of title insurance insuring the UNITED STATES, and shall have recorded without cost to the UNITED STATES all assurances of ownership and affidavits which the STATE may be advised by the UNITED STATES are necessary and proper to show in the STATES name, complete and unencumbered title to the rights of way being conveyed by the STATE to the UNITED STATES.

4. The STATE will, at its sole expense, acquire in fee simple and convey to the UNITED STATES equivalent interest in the relocated OCC which it now holds in the existing OCC, the lands referred to in Article 2, Section C of this agreement. Specific legal descriptions for each portion of the relocated OCC to be conveyed will be prepared by the STATE and approved and accepted by the UNITED STATES.

5. The property referred to in Article 2 hereof is to be conveyed to the UNITED STATES by deed subject only to such easements and rights of way existing or of record in favor of the public or third parties and such outstanding mineral interests, if any, as the UNITED STATES may deem acceptable.

6. The STATE will provide the UNITED STATES with a preliminary title report of the lands to be conveyed for review and approval by the UNITED STATES. After approval of the preliminary title report, a deed, prepared by the UNITED STATES will be executed by the STATE and presented to the UNITED STATES. The STATE will have the deed recorded and acquire a policy of title insurance in the Department of Justice 1963 approved form, for adequate consideration showing title vested in the UNITED STATES subject to only those conditions set forth in the approved Preliminary Title Report.

7. After acceptance of the conveyance of the property referred to in Article 2, and after satisfactory completion of construction of the relocated portion of the OCC, the UNITED STATES will convey to the STATE all of its right, title and interest in the lands on which the OCC was located prior to its relocation, by deed. Said conveyance from the UNITED STATES to the STATE shall not become final until the relocated OCC is complete and approved by SRP.

### III. MISCELLANEOUS PROVISIONS

1. The STATE agrees to indemnify and save harmless the DISTRICT, SRP, the CITY and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the STATE of any of the provisions of this agreement. The DISTRICT, SRP, the CITY and the UNITED STATES shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of or in any way connected with the STATE's performance or non-performance of this agreement, except such injury or damage as shall have been occasioned by the negligence of the DISTRICT, SRP, the CITY and the UNITED STATES. The above cost of damages incurred by the DISTRICT, SRP, the CITY

and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorneys fees.

2. The DISTRICT agrees to indemnify and save harmless the STATE, SRP, the CITY and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity condition or event arising out of the performance or non-performance by the DISTRICT of any of the provisions of this agreement. The STATE, SRP, the CITY and the UNITED STATES shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of, or in any way connected with the DISTRICT's performance or non-performance of this agreement, except such injury or damage as shall have been occasioned by the negligence of the STATE, SRP, the CITY and the UNITED STATES. The above cost of damages incurred by the STATE, SRP, the CITY and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorneys fees.

3. SRP agrees to indemnify and save harmless the STATE, the DISTRICT, the CITY and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by SRP of any of the provisions of this agreement. The STATE, the DISTRICT, the CITY and the UNITED STATES shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of, or in any way connected with SRP's performance or non-performance of the agreement, except such injury or damage as shall have been occasioned by the negligence of the DISTRICT, the STATE or the CITY. The above cost of damages incurred by the STATE, the DISTRICT, the CITY and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorneys fees.

4. The CITY agrees to indemnify and save harmless the STATE, the DISTRICT, SRP and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of

the performance or non-performance by the CITY of any of the provisions of this agreement. The STATE, the DISTRICT, SRP and the UNITED STATES shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of or in any way connected with the CITY's performance or non-performance of this agreement, except such injury or damage as shall have been occasioned by the negligence of the STATE, the DISTRICT, SRP and the UNITED STATES. The above cost of damages incurred by the STATE, the DISTRICT, SRP and the UNITED STATES or any of their departments, agencies, officers, directors, governors or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorneys fees.

5. The UNITED STATES agrees to the extent legally permissible by law, to indemnify and save harmless the STATE, the DISTRICT, SRP and the CITY or any of their departments, agencies, officers, directors, governors or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the UNITED STATES of any of the provisions of this agreement. The STATE, the DISTRICT, SRP and the CITY shall in all instances to the extent legally permissible by law, be indemnified against all liability, losses and damages of any nature for or on account of any injuries to, or death of persons, or damages to or destruction of property arising out of or in any way connected with the UNITED STATES' performance or non-performance of this agreement, except such injury or damage as shall have been occasioned by the negligence of the STATE, the DISTRICT, SRP and the CITY. The above cost of damages incurred by the STATE, the DISTRICT, SRP and the CITY or any of their departments, agencies, officers, directors, governors or employees, shall include in the event of an action, court costs, expenses for litigation and reasonable attorneys fees.

6. This agreement shall remain in force and effect as long as the roadways are part of the State Highway System unless modified or terminated by written agreement of all parties.

7. The agreement shall become effective upon filing with the Secretary of State.

8. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

9. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

10. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

11. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA  
Department of Transportation

By: Gary K. Robinson  
GARY K. ROBINSON  
Chief Deputy State Engineer

31 May 1990  
Date

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
a Municipal Corporation

Recommended for Approval:

Approved and Accepted:

By: D. E. Sagramoso 3-12-90  
D. E. SAGRAMOSO, P.E. Date  
Chief Engineer and General Manager

By: Jim Bruner  
Chairman, Board of Directors

Attest: By: Cheryl Pennington APR 02 1990  
Clerk of the Board Date

This Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By: Julie M. Ammon 3/12/90  
General Counsel Date

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: John R. Lassen 4/13/90  
 Its President Date

Attest and Countersign

Approved as to form:

By: Paul D. Rose By: Frederic J. Beeson 4/6/90  
 Its Secretary Attorney, Law Department

CITY OF PHOENIX  
 a Municipal Corporation

Marvin A. Andrews  
 City Manager

ATTEST:

By: Sheryl L. Sculley By: Ticky Miel  
 SHERYL L. SCULLEY City Clerk  
 Deputy City Manager

Commission Expires

UNITED STATES OF AMERICA

By: [Signature] 5-8-90  
 ACTING Regional Director Date  
 Lower Colorado Region

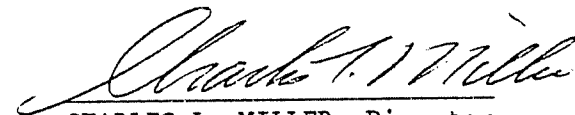
APPROVED AS TO LEGAL SUFFICIENCY

By: Shirley L. Brecher 5-1-90  
 Field Solicitor Date

RESOLUTION

BE IT RESOLVED on this 24th day of February 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Flood Control District of Maricopa County, Salt River Agricultural Improvement and Power District, and the City of Phoenix for the purpose of improvement and relocation of existing facility on Old Crosscut Canal.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation

RESOLUTION NO. 17572

AN RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT  
WITH THE ARIZONA DEPARTMENT OF TRANSPORTA-  
TION, FLOOD CONTROL DISTRICT OF MARICOPA  
COUNTY AND THE SALT RIVER PROJECT; PROVIDING  
FOR THE COSTS THEREOF.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX  
as follows:

SECTION 1. That the City Manager be and he is hereby  
authorized to enter into an Intergovernmental Agreement with  
the State of Arizona Department of Transportation, the Flood  
Control District of Maricopa County and the Salt River Project  
for the design, construction, operation and maintenance of the  
relocated Old Crosscut Canal from McDowell Road to Salt River.

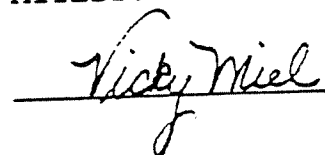
SECTION 2. That the City Controller be and is hereby  
authorized to disburse Storm Sewer Bonds in an amount not to  
exceed One Million Four Hundred Fifty Thousand Dollars  
(\$1,450,000) for purposes of this resolution.

PASSED by the Council of the City of Phoenix  
this 11 day of October, 1989.



VICE M A Y O R

ATTEST:

 City Clerk



APPROVED AS TO FORM:

*[Signature]* ACTING  
City Attorney

REVIEWED BY:

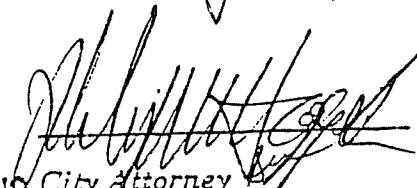
*M. A. Radun* City Manager

JPA 89-24

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 27th day of January, 1990.

  
ACTING City Attorney

1979j



Attorney General  
1275 WEST WASHINGTON  
Phoenix, Arizona 85007  
Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR89-2360-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7<sup>th</sup> day of June, 1990.

ROBERT K. CORBIN  
Attorney General

A handwritten signature in cursive script, reading "Albert Morgan for", is written over the typed name of James R. Redpath.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Division

# County of Maricopa

State of Arizona

## Office of the Clerk

Dick Perrin

State of Arizona }  
County of Maricopa } ss.

I, Cherie Pennington, Clerk of the Board of Supervisors  
do hereby Certify That the attached is a true and correct copy of

the minutes of the meeting of the Board of Directors of the Flood Control

District of Maricopa County, Arizona, held April 2, 1990:

(Attached)

FLOOD CONTROL DISTRICT	
RECEIVED	
APR 26 '90	
CH ENG	P & I M.
DEP	HYDRO
ADMIN	TRNG
FINANCE	IT
C & O	
ENGR	
REMARKS	

In Witness Whereof, I have hereunto set  
my hand and affixed the Official Seal of the Board  
of Supervisors. Done at Phoenix, the County Seat  
this 26th day of April, 1990.

A.D.

*Cherie Pennington*

Clerk of the Board of Supervisors

Finance  
Flood Control  
File

INTERGOVERNMENTAL AGREEMENT APPROVED RE: OLD CROSS CUT CANAL:

Motion was made by Mr. Freestone and unanimously carried to approve and authorize the Chairman to sign intergovernmental agreement FCD-90001 with the Arizona Department of Transportation, Salt River Project, City of Phoenix, and the Bureau of Reclamation for the relocation of the Old Cross Cut Canal south of McDowell Road. The Arizona Department of Transportation is contributing approximately \$4,804,000. The City of Phoenix and the District will each contribute \$2,282,000. (CS 901115)

CONTRACT AWARDED TO JERRY R. JONES & ASSOCIATES, INC.:

Motion was made by Mr. Freestone and unanimously carried to award Contract FCD 89-66, Floodplain Delineation Study, Apache Wash and its Tributaries, to Jerry R. Jones and Associates, Inc., of Phoenix, in a lump sum amount of \$124,024.52. (CS 905122)

RESOLUTION ADOPTED RE: STABILIZATION OF SKUNK CREEK:

Motion was made by Mr. Freestone and unanimously carried to adopt Resolution 90-04 directing the Chief Engineer and General Manager to request the Corps of Engineers to stabilize approximately 1200 lineal feet of the Skunk Creek northerly bank at District expense for an estimated cost is \$600,000. (CS 901119)

CONTRACT WITH GUST, ROSENFELD & HENDERSON AMENDED:

Motion was made by Mr. Freestone and unanimously carried to approve Amendment No. 2 to renew contract FCD 88-08, with Gust, Rosenfeld and Henderson, for a two-year contract period with a renegotiated Fee Schedule, for an amount not to exceed \$120,000 per year for each of the two years. (CS 880093)

CONTRACT WITH WARNER, ANGLE, ROPER, HALLAM, P.C., AMENDED:

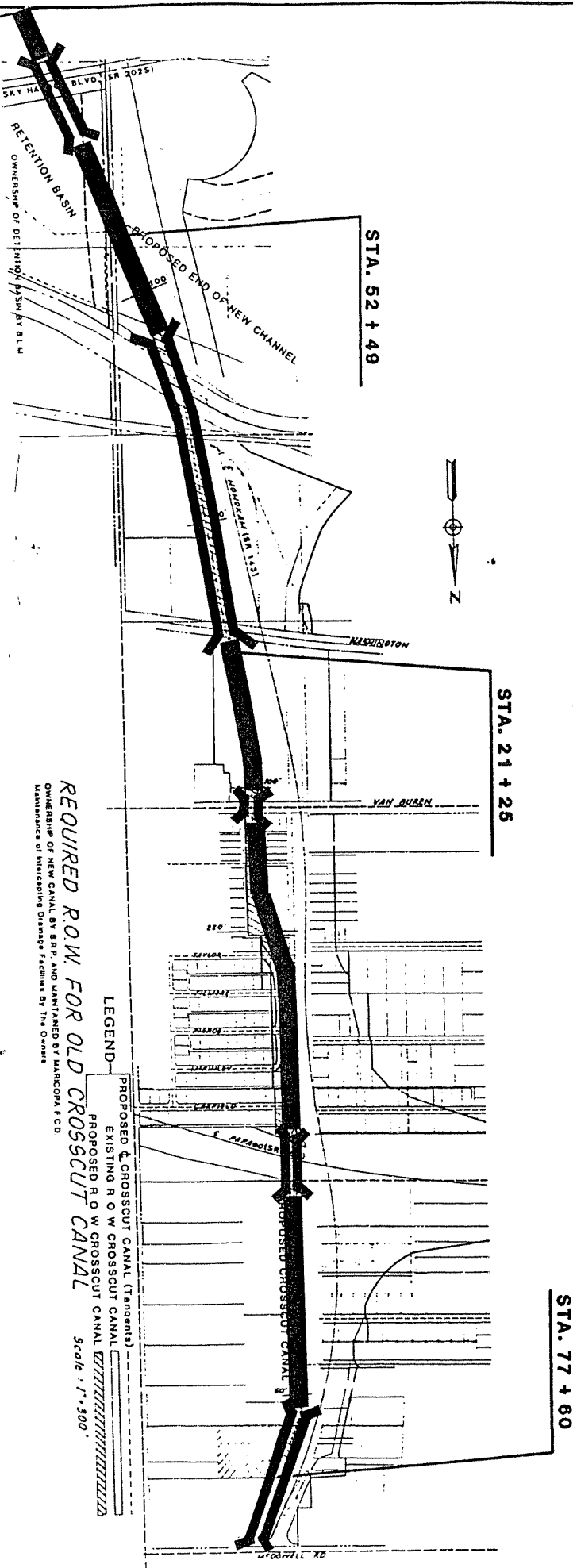
Motion was made by Mr. Freestone and unanimously carried to approve Amendment No. 2 to renew contract FCD 88-10, with Warner, Angle, Roper, Hallam, P.C., for a two-year contract period with a renegotiated Fee Schedule, for an amount not to exceed \$180,000 per year for each of the two years. (CS 880094)

MEETING ADJOURNED:

There being no further business to come before the Board, the meeting was adjourned.

/s/ Jim Bruner  
\_\_\_\_\_  
Chairman, Board of Directors

Attest: /s/ Cherie Pennington  
\_\_\_\_\_  
Clerk of the Board



**OLD CROSSCUT CANAL CONCEPT**  
**BASED ON 2500 C.F.S.**

**OPEN CHANNEL**  
**R.C.B. BOX**

REVISED FEB. 1990  
EXHIBIT A

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 1 OF 12  
01/17/90

REVISED: 02/21/90

SUMMARY

1B/1C ITEMS

Relocated OCC without culverts	3,808,000.00
RCB @ Van Buren Street	122,000.00
RCB @ East Papago Freeway	322,000.00
Open Channel Connection (Sta. 74+50 to McDowell Road)	963,000.00

2B ITEM

Relocated OCC (culvert and channel)	2,682,000.00
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2A/7 ITEMS

RCB @ Grand Canal (Change Order No. 10)	363,000.00
SRP Grand Canal Drain Structure (SRP Forces)	23,000.00

DIVERSION ITEMS

SRP Diversion Structure (SRP Forces)	750,000.00
SRP RCB Under Hohokam Expressway	336,000.00

(continued next sheet)

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 2 OF 12  
01/17/90

REVISED: 02/21/90

SUMMARY (cont.)

TOTAL 4900 cfs FACILITY	9,369,000.00
TOTAL 2500 cfs FACILITY	4,804,000.00
COST DIFFERENTIAL	4,565,000.00



Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 3 OF 12  
01/17/90

REVISED: 02/21/90

Relocated OCC without culverts (1B/1C)				
2030401P Drainage Excavation	Cu.Yd.	15,800	3.00	47,000.00
2030502P Structural Excavation (Drainage)	Cu.Yd.	75,455	5.00	377,000.00
2030506P Structure Backfill	Cu.Yd.	15,203	10.00	152,000.00
6010002P Structural Concrete (Class S) (F'C=3000)	Cu.Yd.	12,981	180.00	2,337,000.00
6050002P Reinforcing Steel	Lb.	1,954,365	0.40	782,000.00
9120001P Shotcrete (5-1/2")	Sq.Yd.	1,872	22.00	41,000.00
9120004P Shotcrete (4")	Sq.Yd.	3,577	20.00	72,000.00
Subtotal				3,808,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 4 OF 12  
01/17/90

REVISED: 02/21/90

RCB @ Van Buren Street (1B/1C)					
2030502M	Structural Excavation (Drainage)	Cu.Yd.	3,820	5.00	19,000.00
2030506M	Structure Backfill	Cu.Yd.	219	10.00	2,000.00
6010002M	Structural Concrete (Class S) (F'C=3000)	Cu.Yd.	354	200.00	71,000.00
6050002M	Reinforcing Steel	Lb.	76,179	0.40	30,000.00
Subtotal					122,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 5 OF 12  
01/17/90

REVISED: 02/21/90

RCB @ East Papago Freeway (1B/1C)			
2030502N Structural Excavation (Drainage)	Cu.Yd.	5,035	25,000.00
2030506N Structure Backfill	Cu.Yd.	898	9,000.00
6010002N Structural Concrete (Class S) (F'C=3000)	Cu.Yd.	1,109	222,000.00
6050002N Reinforcing Steel	Lb.	166,207	66,000.00
Subtotal			322,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 6 OF 12

01/17/90

REVISED: 02/21/90

Open Channel Connection (Sta. 74+50 to McDowell Road)

2030502	Structural Excavation (Drainage)	Cu.Yd.	16,240	5.00	81,000.00
2030506	Structure Backfill	Cu.Yd.	2,921	10.00	29,000.00
6010002	Structural Concrete (Class S) (F'C=3000)	Cu.Yd.	3,552	180.00	639,000.00
6050002	Reinforcing Steel	Lb.	526,000	0.40	210,000.00
9120004	Shotcrete (4")	Sq.Yd.	200	20.00	4,000.00
Subtotal					963,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 7 OF 12  
01/17/90

REVISED: 02/21/90

Relocated OCC (culvert and channel) (2B)				
2020101F Remove Fence	L.Ft.	380	2.00	1,000.00
2030401F Drainage Excavation	Cu.Yd.	37,037	3.00	111,000.00
2030501F Structural Excavation	Cu.Yd.	28,263	9.00	254,000.00
2030506F Structure Backfill	Cu.Yd.	9,270	10.00	93,000.00
5010005F Pipe, Corrugated Metal, 15"	L.Ft.	24	30.00	1,000.00
6010004F Structural Concrete (Class S) (F'C=4000)	Cu.Yd.	6,244	210.00	1,311,000.00
6050002F Reinforcing Steel	Lb.	1,344,433	0.40	538,000.00
7360367F Box Culvert Lighting	L.Sum	1	8000.00	8,000.00
9130401F Soil Cement Bank Protection	Cu.Yd.	14,335	25.00	358,000.00
9150886F Miscellaneous Metal	Lb.	3,301	2.00	7,000.00
Subtotal				2,682,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 8 OF 12  
01/17/90

REVISED: 02/21/90

RCB @ Grand Canal (C.O. No. 10) (2A/7)				
2030501C Structural Excavation	Cu.Yd.	6,515	10.00	65,000.00
2030506C Structure Backfill	Cu.Yd.	968	10.00	10,000.00
2030451C Channel Excavation	Cu.Yd.	1,804	0.50	1,000.00
6010004C Structural Concrete (Class S) (F'C=4000)	Cu.Yd.	876	200.00	175,000.00
6050002C Reinforcing Steel	Lb.	205,280	0.40	82,000.00
9020004C Chain Link Fence, Type 1 (72")	L.Ft.	380	7.00	3,000.00
9201001C Concrete Lined Channel	Sq.Yd.	1,115	20.00	22,000.00
2050501C Structural Excavation	Cu.Yd.	361	5.00	2,000.00
9201012C Invert Protection	Cu.Yd.	107	30.00	3,000.00
Subtotal				363,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 9 OF 12  
01/17/90

REVISED: 02/21/90

SRP Grand Canal Drain Structure (SRP Forces)  
Total from SRP

23,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 10 OF 12

01/17/90

REVISED: 02/21/90

SRP Diversion Structure (SRP Forces)

Total from SRP

750,000.00



Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 11 OF 12  
01/17/90

REVISED: 02/21/90

SRP RCB Under Hohokam Expressway (Diversion)

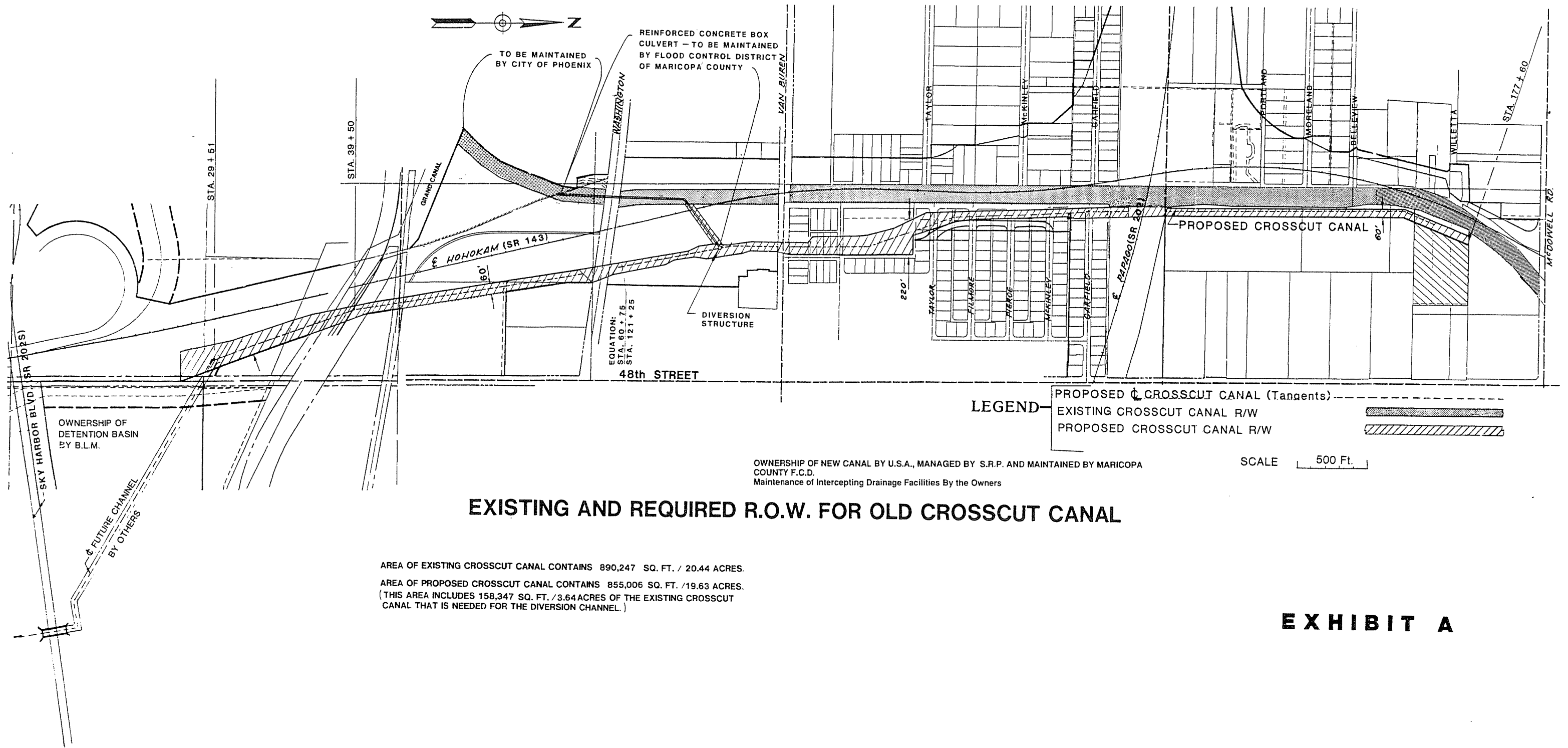
2030401L Drainage Excavation	Cu.Yd.	13,900	3.00	42,000.00
2030506L Structure Backfill	Cu.Yd.	1,750	10.00	18,000.00
6010002L Structural Concrete (Class S) (F'C=3000)	Cu.Yd.	1,056	200.00	211,000.00
6050002L Reinforcing Steel	Lb.	161,925	0.40	65,000.00
Subtotal				336,000.00

Relocated Old Crosscut Canal  
Cost Comparison - 2500 cfs vs. 4900 cfs

SHEET 12 OF 12  
01/17/90

REVISED: 02/21/90

Relocated OCC - 2500 cfs Facility				
2030401	Drainage Excavation	Cu.Yd.	218,187	3.00 655,000.00
2030501	Structural Excavation	Cu.Yd.	54,625	5.00 273,000.00
2030506	Structure Backfill	Cu.Yd.	10,860	10.00 109,000.00
9201001	Concrete Lined Channel	Sq.Yd.	64,291	25.00 1,607,000.00
6010004	Structural Concrete (Class S) (F'C=4000)	Cu.Yd.	8,311	200.00 1,662,000.00
6050002	Reinforcing Steel	Lb.	1,245,440	0.40 498,000.00
Total 2500 cfs Facility				4,804,000.00



# EXISTING AND REQUIRED R.O.W. FOR OLD CROSSCUT CANAL

EXHIBIT A